IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1578 OF 1994

Dady Nowroji Adenwalla & Ors. ...Plaintiffs
vs.
Burjor H. Antia & Ors. ...Defendants

Mr.Shailesh Poria i/b. M/s.Hariani & Co. for Plaintiff No.1.
Mr.S.J. David, Representative of Court Receiver present.

CORAM : V.M. KANADE, J.

DATED : SEPTEMBER 11, 2009

P.C. :-

1 Counsel for the plaintiffs seeks permission to withdraw the amount which is lying with the Court Receiver and which was paid by the plaintiffs as agent of the Court Receiver.

2 In the suit, the Consent Terms were filed and it was specifically agreed by the Consent Terms that by virtue of order passed by this Court dated

21.2.2002 in Notice of Motion No.2783/2001 in Appeal No.835/2001 filed by the plaintiffs, the plaintiffs were permitted to withdraw the amount deposited as royalty with the Court Receiver.

3 I am informed by the Court Receiver that the amount of Rs.62,060/- is still lying with the Court Receiver. The balance amount has already been paid to the plaintiffs. Accordingly, in view of the Consent Terms and in view of the order passed by the Division Bench of this Court dated 21.2.2002, the Court Receiver shall handover the balance amount to the plaintiffs within a period of one week. No further orders are necessary.

(V.M. KANADE, J.)